

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 94 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SP4530-10-R-0002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER 09PR-20	
7. ISSUED BY DEFENSE REUT & MKT SVC/ATTN: DRMS J-762 1025 QUINCY AVENUE, SUITE 2000 PEARL HARBOR, HI 96860-4512		8. ADDRESS OFFER TO (If other than Item 7) CODE			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE PROPOSAL INSTRUCTIONS IN SECTION L until 16:00 local time 01/6/2010
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Nolan M. Horimoto	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS nolan.horimoto@dla.mil
	AREA CODE 808	NUMBER 473-1476	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION To be cited on individual task orders
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Notes to Offeror

1. This contract will be a performance-based, firm-fixed price, indefinite delivery, indefinite quantity (IDIQ) contract to provide transportation, removal and disposal/recycling of regulated hazardous and special wastes and non-regulated wastes from various U.S. military installations throughout Korea. Also included are sampling and analysis, waste management services, tank cleaning and expedited performance. (see Section C.0) This contract allows the Contracting Officer to take monetary deductions and/or make negative annotations on the Contractor's Past Performance when an Acceptable Performance Level (APL) is not met. (see APL attachment in Section J)
2. This Request for Proposal (RFP) consists of one bid schedule per base/option period. Offerors must furnish prices for the entire bid schedule, CLINS 633300 to K9401W in the base, 1st option and 2nd option periods. (see Section M.14) Note: In the event of a discrepancy in the calculation of the extended amount, the Government will multiply the offerors' unit price shown by the estimated quantity to ascertain the extended amount proposed.
3. Offerors must submit their prices in the Korean local currency (won). Proposals received in currency other than Korean won will be considered non-conforming and non-responsive to the solicitation.
4. The contractor shall ensure all regulations applicable to individual pick-up locations are adhered to. (see Pick-up Locations attachment in Section J) In-country disposal is required unless the contractor demonstrates in-country disposal is not available. If in-country disposal is not available, the contractor will provide all documentation necessary to compliantly dispose of out of country. The successful offeror must have all required permits, registrations and licenses to perform work in the country of Korea. Failure to submit such necessary permits and licenses as part of the prospective offeror's technical proposal may render the proposal unacceptable.
5. The contractor's designated site representatives and contract managers must speak, read and write English proficiently at a level to effectively participate in conversations on a practical and professional level. All documentation written pursuant to this contract will be in the English language.
6. The contractor shall ensure all operations conducted under this contract on U.S. military installations are supervised by individuals with basic knowledge in chemistry, Korean Environmental Governing Standards (KEGS), Korean waste disposal laws and regulations and technical knowledge enabling the individual to resolve questions and inquiries concerning technical aspects of the work involved.
7. Offerors are encouraged to read FAR 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION and DLAD 52.228-9000 INSURANCE carefully and raise any concerns by following the procedures outlined in paragraph 13 below. These two clauses are located at Sections I.103 and I.105. In paragraph (b)(1) of FAR 52.228-5, replace the word "State" with the words "host country." After the contract is awarded, the contractor may be asked to submit proof of insurance coverage in the minimum amounts specified for their company and

for each of their subcontractors.

8. Interested offerors should contact Ms. Hye Suk Sin at DRMO Bupyong by phone at 011-82-32-520-6888 or by email at hyesuk.sin@dla.mil or her alternate to request a site visit. Your request must be received no later than 4:00 p.m. Hawaii Standard Time, **December 8, 2009** (or 11:00 a.m. Korea Standard Time, December 9, 2009). This will allow the Government adequate time to coordinate the site visit and process clearances to enter the site. (see Sections L.1 and L.2)

9. Offerors must submit all questions regarding this solicitation via email to Nolan Horimoto at nolan.horimoto@dla.mil. Questions must be submitted no later than 4:00 p.m. Hawaii Standard Time, **December 18, 2009** (or 11:00 a.m. Korea Standard Time, December 19, 2009) so that corresponding Government answers can be issued via solicitation amendment before closing. The Government is not obligated to answer questions submitted after the due date.

10. The email address for submission of proposals is DRMSHazardousContractsHawaii@dla.mil. The closing time and date is 4:00 p.m. Hawaii Standard Time, **January 6, 2010** (or 11:00 a.m. Korea Standard Time, January 7, 2010). (see Section L.4 for proposal format and content requirements)

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Ref. No.	Title	Reference	Date
B.1	<u>SERVICES</u>	DRMS 52.217-9R05	Mar 1993
B.2	<u>BASIC AND OPTION PERIOD PRICING</u>	DRMS 52.217-9R06	Mar 1993

(a) Pages 10 through 16 are the estimated generations for the 18-month base period.
Pages 17 through 23 are the estimated generations for the first 18-month option period.
Pages 24 through 31 are the estimated generations for the second 18-month option period.

(b) Blank1 [18-month base period]
Blank2 [first 18-month option period]
Blank3 [second 18-month option period]

B.3	<u>RESERVED</u>		
B.4	<u>BASIC AND OPTION PERIOD UNIT PRICING</u>	DRMS 52.217-9R07	Sep 2009

Offerors are cautioned against offering more than one price, a range of prices, or a split bid with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a nonconforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period.

NOTE: Zero (\$0.00) unit pricing will NOT be accepted.

Unit prices which exceed 2 digits right of the decimal will be subject to standard rounding conversion as described in this clause.

Standard Rounding Conversion - Rounding up means to increase the terminating digit by a value of 1 and drop off the digits to the right. If the next place beyond the terminating decimal is greater than or equal to five (5), the number will be rounded up. For example, if we round 5.438 to the hundredths place, it can be can be round up to 5.44. If the number to the right of the terminating decimal place is four or less (4, 3, 2, 1, 0), the number will be round down. This is done by leaving the last decimal place as it is given and discarding all digits to its right. For example, round 6.734 to the hundredths place, it can be rounded down to 6.73.

Alternate proposals will be considered if L.64, FAR 52.215-1, Alternate II

is included in this request for proposal (RFP). All alternate proposals will be properly marked as an Alternate Proposal and in accordance with L.64 (FAR 52.215-1, Alternate II). Any such proposal will be considered and evaluated by DRMS to the extent that time constraints allow and in accordance with L.64 (FAR 52.215-1, Alternate II).

B.5 CONTRACT MINIMUM/
MAXIMUM DRMS 52.217-9R08 Nov 2005

A. This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period.

B. RESERVED

B.6 INVOICES EXCLUSIVE OF
TAXES OR DUTIES DFARS 252.229-7000 Jun 1997

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

TAX RELIEF DFARS 252.229-7001 Jun 1997

TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) RATE (PERCENTAGE): (Offeror insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties

from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Pages 7 through 27 are reserved for Section B, Schedule of Prices

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PERFORMANCE WORK STATEMENT

C.0 STATEMENT OF WORK

a. The contractor agrees to provide all equipment, materials, and services necessary for the final transportation, treatment and disposal of all wastes listed in the schedule in accordance with the Korean Environmental Governing Standards (KEGS) ; Korean national, and local environmental laws and regulations; applicable U.S. laws and regulations; applicable international laws, regulations or agreements; and terms and conditions of this contract. The KEGS are available at

<http://safety.korea.army.mil/Toolbox/Resources/Publications/USFKPam200-1.pdf>. In the absence of more stringent requirements, wastes must be transported in accordance with international standards. All Contract Line Item Numbers (CLINs) regardless of condition are being discarded by the government and are considered to be waste.

b. The contractor shall refer all inquiries concerning this contract to the Contracting Officer (CO). Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

c. Contractor Acceptable Performance Levels (APLs) are indicated in Attachment 1.

d. Definitions and acronyms used in this contract are described in Attachments 3 and 4. A guide for selecting the appropriate CLINs is provided in Attachment 5.

C.1 REMOVAL

The requirements for removal of wastes under this contract are divided into three main phases – Pre-Removal (C.1.1), Removal (C.1.2), and Post-Removal (C.1.3). Additionally, C.2 describes Disposal/Recycling, C.3 clarifies Special Services and C.4 addresses Environmental Management Systems (EMS).

C.1.1 PRE-REMOVAL

C.1.1.1 PERMIT / SPECIAL REQUIREMENTS

a. The contractor shall, without additional expense to the government, be responsible for: (1) obtaining all necessary licenses, insurance, permits, waste profiles and/or other reports; (2) notifying the Customs Office and others as applicable; and (3) paying all fees which result from the contractor's transportation, recycling, and disposal decisions prior to removal. This includes acquiring any required permits or registrations necessary to operate on any installation and signing (on behalf of the Government) waste profiles required by Treatment Storage Disposal Facilities (TSDFs). All contractor-signed waste profile sheets shall be written for the actual waste stream using the generator's profile for backup documentation. The contractor shall be

responsible for all damages to persons or properties that occur as a result of his fault or negligence.

b. No Treatment, Storage, Disposal/Recycling Facilities (TSDRFs) other than those submitted and approved for this contract shall be utilized. All transporters, disposal facilities and recycling facilities must first be approved by the Korean Government before consideration on this contract. After contract award, the contractor may submit proposals for additional TSDRFs in accordance with section H-3 of this contract. However, the US Government is under no obligation to approve the utilization of such facilities. All disposal, storage, transportation, chemical analysis and additional authorization costs required for the delivery of wastes/materials to facilities added to this contract, after award, will be prepared and performed by the contractor at no additional cost to the US Government.

c. The contractor may be required to attend training, seminars, instruction, class, etc. to perform work or gain access to the installation provided by the government. Example: pass and ID requirements, antiterrorist training, Environmental Management Systems (EMS) training, fork lift training.

C.1.1.2 SHIPPING DOCUMENTATION

a. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. All references to manifests in this provision relate to the DD Form 1348-1a (Attachment 8). The DD Form 1348-1a will be used as a manifest for all waste on this contract and will accompany all required Korean forms. All manifests will be numbered serially; completed in both the English and Korean language; and documented to provide a complete audit trail from point of origin to ultimate disposal. Each pickup manifest will also be clearly and distinctly marked with the manifest requirements outlined in the KEGS (i.e. name, address, telephone number of waste producer (generator), transporter and destination facility as well as a description of the waste, total quantity, date of shipment and date of receipt). The contractor shall ensure all documentation required for acceptance at an approved disposal or recycling facility is properly prepared and accepted at the disposal facility.

b. All documentation required herein, shall be clearly and distinctly marked with the name of the waste producer and servicing DRMO, and the contract and task order (TO) number, as applicable.

c. While performing under this contract, the contractor is responsible for all Korean emergency response requirements and will provide drivers with the appropriate emergency action instructions and any other documentation as required by host nation in addition to international transportation regulations.

d. The contractor shall complete the fill-in-the-blank lines for each CLIN on each task order issued. The following is a sample list of information required: waste code, quantity picked up, unit of issue, manifest number, page/line code and pick-up date. The contractor shall also complete the fill-in-the-blank lines included on each task order after the last CLIN.

The following is a sample list of information required: authorized transporter name and number, authorized TSDF name and ID#, transporter's signature and printed name, and contractor's signature and printed name. A sample of a blank DD Form 1155, Order for Supplies or Services, Attachment 6, is provided for information purposes. The sample does not show the fill-in-the-blank lines but the lines will be there when the TO is issued. The contractor must also obtain the Contracting Officer Representative's (COR's) signature and date on the task order to verify the wastes removed and provide the COR a copy not later than the date of removal.

C.1.1.3 NOTIFICATIONS

Except for expedited removals, the contractor shall notify the COR or other government representative for each location, at least five (5) business days BEFORE attempting service or removal from any government site. Expedited removal notification will be as soon as possible, but not later than one (1) business day before removal.

(1) In addition to the notification above for pickups, the contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date, and proof of current valid insurance to the COR or other government representative at least 24 hours prior to removal. The contractor may also opt to provide a list of drivers designated for pickups under this specific contract to the COR or other government representative prior to any attempted removals. If this option is elected and the list is approved by the Government, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

(2) If a driver other than the one specified 24 hours in advance for the specific TO or one whose name does not appear on the list of approved drivers, arrives for pickup, the COR or other designated government representative will verify the personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

(3) The government reserves the right to take appropriate action such as the pursuit of monetary consideration and/or annotation of negative past performance if (1) the contractor fails to meet the above applicable notification timeframes; or (2) a different driver other than the individual previously identified under this notification requirement or whose name does not appear on the approval list arrives at the pick-up location(s) thereby causing a delay in or cancellation of the scheduled pick-up.

C.1.1.4 TRANSPORTATION

a. The contractor-provided transportation will comply with US Military Base Safety requirements, DoD Safety and security policies as well as Government of Korea laws and regulations for the transportation of wastes and materials under this contract. Failure to meet these requirements could result in the Government's halting of the pick-up.

b. The COR or other government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional specific clauses in this contract and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for any claims against the US Government.

c. Only one transportation charge per removal shall be allowed. The contractor shall provide a single truck of the appropriate size to make a single removal of all waste per the task order, whenever capable. For example, if a task order is issued for a removal of 10 tons of hazardous waste, the contractor shall provide one truck with a 10-ton capacity instead of two trucks with 5-ton capacities. In situations where the contractor possesses the appropriate sized truck, but it is unavailable, and hence smaller trucks will be provided for multiple pick-ups, the contractor shall only be paid one transportation fee to account for the entire removal amount.

C.1.1.5. HOURS OF OPERATION

The contractor agrees that for the portions of the services provided on a government installation, the services will be provided during the core hours of 0800 to 1500 hours, Monday through Friday.

C.1.2 REMOVAL

Removal and completion of services time is calculated from issuance of a TO. Unless otherwise specified, standard removal/completion time is 30 calendar days. Expedited removal time is described by the CLIN. Cylinder evaluation is 15 calendar days. Management Services will begin NLT ten (10) calendar days after issuance of a TO.

C.1.2.1 SPILL RESPONSIBILITY

a. In addition to the requirements listed in the KEGS the contractor shall arrive at the pick-up site with all required spill prevention and containment equipment and supplies, including salvage (over-pack) drums, absorbent material, non-sparking tools, spark-free shovel, and the appropriate personal protective equipment (respirators, gloves, boots, etc.). During the performance of Waste Management Services, the contractor shall ensure he has the spill containment supplies readily available.

b. During the performance of this contract, the contractor is solely responsible for containment, clean-up and disposal for all spills, leaks, spill residue, and/or debris that occur as a result of, or is contributed to by the actions of its agents, employees, or subcontractors. Contractor responsibility also includes appropriate container packaging and labeling, and documentation for shipment. The contractor agrees to clean up such spills to the satisfaction of the COR and in accordance with applicable local laws and regulations at no cost to the U.S. Government.

c. The contractor shall report all spills or leaks, regardless of their quantity, to the COR and CO immediately upon discovery. A written follow-up report shall be submitted to the COR and CO no later than 24 hours after the initial telephonic report. Upon completion of the spill clean-up, the Contractor shall submit a summary report to the COR and CO within ten (10) calendar days of the clean-up. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc.);
- (2) Exact date, time and location (physical address) of spill including a description of the area involved;
- (3) Persons contacted or present at the time of the spill;
- (4) Initial containment procedures initiated;
- (5) Personal injury involved (if any);
- (6) Required assistance (if any);
- (7) Description of clean-up procedures employed at the site;
- (8) Anticipated future clean-up procedures employed at the site;
- (9) Name of facility and location to dispose of spill residue;
- (10) A copy of the manifest used to remove the spill residue; and
- (11) A narrative summarizing any communications with U.S. government or Korean officials.

d. Upon disposal of the spill residue, the contractor shall submit a summary report of the spill incident to the COR and CO. The report shall include any follow-up or additional information regarding: clean-up and disposal procedures taken, outside assistance required (if any), personal injury follow-up, and the names and telephone numbers of all national, regional, or local officials contacted during and after the spill incident as well as a copy of the manifest signed by the disposal facility and a certificate of disposal. This report and accompanying documents must be received not later than thirty (30) calendar days from the incident.

C.1.2.2 SEGREGATION OF GOVERNMENT WASTE

All items collected on this contract must be segregated and kept physically separate from any other items until the initial disposal facility is reached. The items must be so marked, that they are readily identified to this contract throughout this period.

C.1.2.3 STATEMENT ON CONTAINERS

a. Approximately ninety-five percent (95%) of hazardous property on this contract will be in UN specification containers and marked/labeled in accordance with U.S. Department of Transportation (DOT) regulations and accompanied by documentation that identifies the property. The government does not warrant that the drums or containers are suitable for transportation in accordance with Korean, local or international regulations. The contractor is responsible to ensure that all containers, packaging, crating, marking and labeling are compliant with all modes of transportation used to transport the wastes from the pick-up site to the disposal facilities. In the absence of more stringent requirements, wastes must be prepared in accordance with international standards. In addition, the contractor is responsible for

re-packaging any containers if the packaging integrity is compromised to prevent leaking or contamination of the environment during pick-up, transportation, and final disposition. If re-packaging, over-packing, marking, labeling or any service or material is required, it is the contractor's responsibility to provide. The contractor will not be reimbursed separately for repackaging expenses and should include these costs in their disposal pricing.

b. Types and sizes of original government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to ninety-five (95) gallon over-pack drums.

c. Hazardous waste containers must be destroyed as part of the actual disposal process. The contractor **SHALL NOT** re-use hazardous waste containers. Non-hazardous containers may be re-used in accordance with Korean laws and regulations. However, whether re-used or disposed of, the U.S. Government markings must be completely and permanently removed or obliterated. This includes removal/obliteration of any stenciled markings and bar code labels. If compressed gas cylinders are not destroyed in the treatment process they must be rendered to scrap and unable to hold a positive pressure.

C.1.2.4 GOVERNMENT EQUIPMENT AND PERSONNEL

Other than identified in C.1.2.6 and C.1.2.7 or specified elsewhere in this contract, the contractor understands that the government shall not furnish any equipment or personnel to assist in the performance of this contract. Any such offers of assistance are unauthorized, and the contractor shall not accept any such offers. When government equipment or personnel are authorized, the contractor is still responsible for spill clean-up in accordance with C.2.1.

C.1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY

a. Disposal of any waste is not permitted on government installations. Re-packaging of wastes and loading operations are subject to approval of the COR or Base Environmental Coordinator regarding safe and environmentally acceptable practices. The contractor shall dispose of any garbage or trash resulting from consolidation efforts in a proper manner, off the installation.

b. Treatment of waste (including solidification) on government installations is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable local Korean laws and regulations.

c. Draining will be allowed only to prevent leaking and to meet Korean regulations, local and U.S. government safety regulations, or KEGS.

d. Release of gas to the atmosphere on government installations is not permitted by this contract.

C.1.2.6 LOADING

The government will load at all locations listed on Attachment 2. The government will only load open-top, conveyance-style trucks or trailers with a drop gate and will make only the initial placement on the contractor's conveyance. The contractor is responsible for furnishing all additional equipment necessary for loading and any spill clean-up required as a result of loading. The government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyances furnished by the contractor.

C.1.2.7 WEIGHING OF PROPERTY

a. Scales are currently available at all locations listed on Attachment 2. However, the government does not guarantee that scales will be operable for the duration of this contract. If a scale is known to be inoperable at a location, the contractor will be informed at the time a pick-up is requested as defined in C.1.1.3. For these instances, the contractor must provide their own scale at no additional cost to the government. The scale must have a minimum capacity of 1,500 pounds and be certified by the Korean regulators as to proper weighing ability. The contractor-provided scale must be approved for use by the COR. The annual calibration certificate must be available for COR inspection when portable scales are used. Prior to the use of portable scales at each pick-up location, the contractor must demonstrate reasonable weight accuracy to the government representative. Only materials to be removed by the contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the contractor will not be included in the weight.

b. Weights on TOs may be estimated weights and shall require verification weighing by the contractor prior to departure from an installation. The contractor shall weigh all property before removal. An authorized government representative will witness all weighing that occurs on site. The weight, agreed upon by both the contractor and the government representative at the time of removal, will be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal from government custody, will be the responsibility of the contractor.

C.1.2.8 BULK LIQUID PUMPING - CLIN 990600

a. When CLIN 990600 is ordered, the contractor shall provide the necessary equipment and personnel to pump and dispose of waste in tanks. Contents, type and size of tanks will be identified on the TO. The waste shall be pumped out to a depth of 5-cm residue or less remaining in the container. The contractor is responsible to furnish all equipment including, but not limited to, collection vehicle equipped with pumps, hoses, high capacity pumps, connectors/fittings, and a metering device. Pumps and hoses shall have a capacity to safely handle the types of waste to be collected and be able to remove all liquids and sludge from the tanks/pipes that can be removed without agitation or introduction of other materials to the system. The operator of the vehicle shall be licensed to operate and be knowledgeable of all applicable safety regulations pertaining to the operation of the equipment. The contractor is responsible for obtaining all necessary permits and licenses necessary to accomplish the work.

b. This CLIN includes the cost of disposal. The government will estimate the weight on the TO. The contractor shall weigh their empty pumper truck prior to and after pumping using

government scales where available to determine the weight of the waste. Actual weight of the material must be identified on the manifest and pick-up report.

c. One each transportation CLIN will also be ordered for each location requiring tank pumping per TO issued. If tank cleaning is ordered in conjunction with tank pumping, only one transportation CLIN will be ordered. Bulk liquid pumping may be ordered from any location. All work shall be completed within thirty (30) calendar days from TO date.

C.1.2.9 RESERVED

C.1.2.10 RESERVED

C.1.2.11 CHARGES FOR EXPEDITES – CLINS 633300, 633500

When any CLIN specified in Section B requires immediate action with a period of performance less than that specified in section F.6, an expedited removal CLIN will be ordered in conjunction with the CLIN requiring the expedited service. Expedited removal CLIN 633300 (five business days) or 633500 (one business day) will be ordered one each per location and will cover up to a maximum of 25,000 pounds of either a single waste stream or a combination of waste streams. For every additional 25,000 pounds of waste or portion thereof, an additional unit of issue of the expedited removal CLIN will be ordered. Minimum TO quantities do not apply for expedited removals. Performance period begins upon issuance of a TO.

Minimum and maximum quantity restrictions do not apply to CLINs listed in Section B that do not require removal services.

C.1.3 POST REMOVAL

C.1.3.1 RETURN OF SHIPPING DOCUMENTATION

The contractor shall furnish a copy of each manifest, signed by the designated TSDF, to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. If the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions. The contractor shall provide a signed copy of the manifest from the disposal facility to the COR no later than thirty (30) calendar days after removal of waste.

C.1.3.2 HAZARDOUS SUMMARY/ TRACKING

The contractor shall provide an annual report summarizing hazardous waste movements from point of generation to disposal facility. The summary shall be utilized as the tracking log. This report shall be in English and include the installation pick-up name, international waste description according to the United Nation standards, and shall include the following method of disposal i.e. incineration, landfill, energy recovery, or recycling etc. The output shall be provided in excel format on 15 January of each year through the last TO issued under the contract and shall be provided to the CO and the competent authorities upon request. DRMS

Form 1683-1, Manifest Tracking Log, Attachment 7, shall be used. The tracking log should be kept current so that it may be supplied to the generator upon request by COR or CO.

- (1) Company name and address;
- (2) Contract number;
- (3) Invoice amount;
- (4) TO number;
- (5) TO line item number;
- (6) Boss document number;
- (7) HIN (contract CLIN number);
- (8) Pickup Manifest number;
- (9) Disposal Facility and any other facilities utilized for storage, disposal, and recycling if different than (1) above;
- (10) Quantity picked up;
- (11) Applicable waste codes;
- (12) Final treatment/and or disposal method description including recycling. Handling or treatment codes if applicable for Korea;
- (13) Quantity disposed of (must match quantity picked up); and
- (14) Date of final treatment, and/or disposal, and/ or recycling

C.2 DISPOSAL/RECYCLING

C.2.1 REGULATED/NON-REGULATED ITEMS

C.2.1.1 DEFINITION OF REGULATED vs NON-REGULATED AND FINAL TREATMENT/DISPOSAL/RECYCLING

a. Regulated items will be identified in accordance with Korean Environmental Governing Standards (KEGS) Appendix A and B by the waste producer. Items identified under the 0800 CLIN series and the 91 - 98 CLIN series have been declared regulated hazardous waste and are subject to specific treatment and disposal requirements. Treatment and disposal will be in accordance with KEGS and all Korean and local laws and regulations. The contractor will ensure that if the KEGS are stricter than other regulations or laws for final disposal or recycling of wastes that the stricter standard is followed. If the contractor is aware of a contradiction with Korean laws or regulations and the more strict KEGS then the contractor may request a waiver from the CO, in consultation with DRMS Environmental prior to removal. This is not meant to contradict any existing host nation laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. This is designed to increase the protection afforded the environment and demonstrate the environmental stewardship the US Government feels towards the host nation. The contractor will not commence performance under a waiver request until the CO has granted written approval. The contractor shall dispose of hazardous wastes under this contract by means of treatment or disposal technologies that best mitigate hazards of such wastes to human health and the environment. If the contractor wants to use an alternate and effective treatment technology, the contractor may request a waiver from the CO, in consultation with DRMS-Z Environmental. The contractor shall not commence performance under a waiver request until written approval of the waiver has been granted by the CO.

- b. Items identified under the 9900 CLIN series are not regulated per KEGS, however disposal must be in compliance with all Korean and local laws and regulations.
- c. Safe and environmentally acceptable methods will be used by the contractor to identify, store, prevent leakage, and dispose of waste to minimize risks to health and the environment.
- d. The contractor is required to use only firms approved by the CO prior to removal. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws. Regulated waste will only be land disposed in a permitted facility, and when there is a reasonable degree of certainty that there will be no migration of constituents from the disposal site in accordance with local Korean laws. The contractor shall landfill hazardous waste only after treating in accordance with KEGS and Korean law and regulations. Wastes must be chemically inactive or inert in solid form. Hazardous waste may be land disposed only in a Korean authorized and DRMS approved toxic and dangerous waste landfill unit.
- e. The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste is NOT used for dust suppression or road treatment.
- f. The contractor must provide an audit trail that includes any facilities that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material or recycled.

C.2.1.2 CERTIFICATE OF DISPOSAL/RECYCLING

- a. Certificates of Disposal and Recycling must annotate all wastes removed, be attached to the invoice and be completed in English.
- b. Certificates of Disposal and Recycling must include:
 - (1) Contract number and TO number;
 - (2) Final disposal/recycling facility's name, address, contact information and EPA identification number (BOSS Identification Number);
 - (3) Contractor's Point of Contact name and contact information;
 - (4) Identification of each material/waste covered by this Certificate to the initial manifest or Bill of Lading (i.e., manifest number, CLIN and weight);
 - (5) Date and method of treatment/disposal, i.e., incineration, landfill, or energy recovery, etc. or how waste was recycled;
 - (6) A statement assuring that all material/waste has been treated and disposed of or recycled in accordance with applicable host nation laws and regulations and KEGS requirements; and
 - (7) Signature and title of permitted facility official who is authorized to endorse Certificates of Disposal or Recycling

C.2.1.3 DETAILED ANALYSIS

If the contractor must perform detailed analysis for disposal, copies of the results and quality control checks identified to a specific contract line item shall be provided to the COR. If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN is other than described for disposal on a TO, the government may reclassify the item and place it under the appropriate CLIN. Reclassification will not be done until approved by the COR. The contractor shall be responsible for the proper disposal of all samples.

C.2.1.4 RESERVED

C.2.1.5 RESERVED

C.2.1.6 RESERVED

C.2.1.7 RESERVED

C.2.2 RESERVED

C.2.3 COMPRESSED GAS CYLINDERS

C.2.3.1 EVALUATION/IDENTIFICATION OF CYLINDERS - CLINS 660100, 6609AA

Some cylinders may contain unknown contents, have inoperable valves, or may be plugged or may not be DOT transportable due to their condition. When CLIN 660100 is ordered, the contractor is required to perform an evaluation of the cylinders on site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the valves (operable/inoperable). This report will indicate, among other things, whether sampling and analysis (see C.2.3.2) will be required to identify the contents and whether the cylinders need to be re-containerized (CLIN 6609AA). The contractor shall have fifteen (15) calendar days from issuance of a TO citing CLIN 660100 to complete the evaluation and submit the report to the COR. A transportation CLIN will be ordered only if a transportation CLIN is not already ordered on the TO.

C.2.3.2 TESTING UNKNOWN COMPRESSED GAS CYLINDERS - CLIN 641000

When CLIN 641000 is ordered, the contractor shall be required to perform appropriate analysis to properly identify gases and complete waste profile forms. For each CLIN 641000 ordered, the contractor shall be required to sample and analyze the contents of one cylinder. After issuance of a written task order, the contractor shall be required to draw all samples, complete all tests, and provide typed waste profile sheets to the COR within thirty (30) calendar days. The contractor shall perform sampling in such a manner that no gas is emitted to the atmosphere. Analysis of waste and completion of waste profile sheets is in this contract to serve DOD generators covered by this contract. It is not intended to alleviate the contractor's responsibilities under other sections of this contract. The contractor shall be responsible for the proper disposal of all samples taken in accordance with all applicable Korean national and local laws and

regulations. Cylinders may have either a valve or plug. A transportation CLIN will be ordered only if a transportation CLIN is not already ordered on the TO.

C.2.3.4 SURCHARGE FOR ZONE “A” POISON GASES - CLIN 6610TA

CLIN 6610TA will be ordered if any poison gas assigned hazard zone “A” (see 49 CFR 173.116) is included on a task order. One each CLIN 6610TA will be ordered per TO if any gas on the TO is classified as poison hazard zone “A” and require a dedicated truck for removal.

C.2.4 RECYCLING

C.2.4.1 RECYCLING/RE-USE/RECLAIM

a. Waste placed on this contract has been screened for recycling and found to be non-recyclable waste. However, if the contractor finds waste can be recycled on this contract, they are encouraged to do so to the maximum extent practical in accordance with all disposal conditions and approvals on this contract and in compliance with all applicable laws and regulations. The government encourages recycling to the maximum extent possible in order to minimize waste disposal and optimize pollution prevention. The government may withdraw any items on the TO for use, reuse, or recycling. Currently there are no mandatory recycling CLINs on the contract schedule. If in the future, recycling is desired by the government, CLINs suffixed “R” in Section B will be added and will be designated for mandatory recycling in accordance local Korean laws and regulations.

b. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) The contractor is required to use firms approved by the Contracting Office for any beneficial use, re-use, recycling or reclaiming of wastes. This includes any facility that may receive any waste removed under this contract or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws.

(2) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(3) Dilution in the recycling process, including blending down of hazardous waste contaminants, is prohibited.

(4) Applicable Certificates of Recycling shall be attached to the invoice.

(5) It is the contractor’s responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in section F-6.

(6) Facilities used for the combustion of used oil must meet the applicable local air quality standards. In accordance with KEGS, used oil may be burned only in industrial furnaces or utility boilers used to produce electric power, steam, or heated or cooled air or other gases or fluids; or in industrial boilers located on the site of a facility engaged in a manufacturing process where substances are transformed into new products, including the component parts of products, by mechanical or chemical processes.

C.2.4.2 RESERVED

C.2.5 DEMILITARIZATION VIA SERVICE CONTRACT

C.2.5.1 - C.2.5.3 RESERVED

C.2.5.4 BONDCOTE TENTS/FABRIC - CLINS 9407BT, 9407PT

CLIN 9407BT (DRMO Bupyong) or CLIN 9407PT (DRMO Apo) will be ordered whenever the Government requires disposal of Bond Cote tents/fabric and tent accessories. Tents/fabric are treated with barium. Contractor may not recycle, reuse nor reclaim any material ordered under these CLINs. Currently, tents/fabric and tent accessories are being picked up at DRMO Bupyong. However, some time during the life of this contract, DRMO Bupyong will close and tents/fabric will be picked up at DRMO Apo (near Camp Carroll). These CLINs will be almost exclusively located at DRMO Bupyong or DRMO Apo and will not be ordered with a transportation CLIN unless removal is from a location other than DRMO Bupyong or DRMO Apo. Ordering of other CLINs for pick-up at DRMO Bupyong or DRMO Apo is not anticipated.

C.2.5.5 UNIFORMS REQUIRING MANDATORY INCINERATION - CLINS 9904BX, 9904PX

a. When CLIN 9904BX (DRMO Bupyong) or CLIN 9904PX (DRMO Apo) is ordered the contractor is required to dispose of military uniforms (Battle Dress Uniforms (BDUs) and Army Combat Uniforms (ACUs) by mandatory incineration. The contractor may not recycle, reuse, nor reclaim any items ordered under these CLINs. BDUs and ACUs do not carry a hazardous waste code but have been determined by DoD as requiring incineration due to the inherent offensive/defensive mechanism of these items or because of the demilitarization code affixed to the clothing/textile material.

b. Items ordered under these CLINs will be packed in covered tri-wall containers banded with plastic. The contractor is required to ship directly from the pick-up site to the incinerator. The contractor shall assume all responsibility to ensure the uniforms are accounted for and maintained in a controlled environment prior to their arrival at the disposal facility. Two (2) DRMO personnel will accompany the shipment to witness and verify total destruction by incineration.

c. The contractor shall ensure that the shipping papers accompanying the shipment identify the waste as being "FOR OFFICIAL USE ONLY."

d. Currently, BDUs and ACUs are being picked up at DRMO Bupyong. However, some time during the life of this contract, DRMO Bupyong will close and BDUs and ACUs will be picked up at DRMO Apo (near Camp Carroll). These CLINs will be almost exclusively located at DRMO Bupyong or DRMO Apo and will not be ordered with a transportation CLIN unless removal is from a location other than DRMO Bupyong or DRMO Apo. Ordering of other CLINs for pick-up at DRMO Bupyong or DRMO Apo is not anticipated.

e. A Certificate of Incineration must be provided to the COR within thirty (30) days of incineration but not more than sixty (60) days from removal. The certificate must contain all the information specified in C. 2.1.2. Certification of Incineration is required for each line of the TO where these CLINs are ordered. These CLINs require pick-up and removal within thirty (30) calendar days after issuance of a TO.

f. The government estimates at least 5,000 lbs will be ordered each time either of these CLINs is used. This is an estimate only and is subject to change.

C.3 SPECIAL SERVICES

C.3.1 RESERVED – RETROGRADES

C.3.2 TANK CLEANING - CLINS 635000, 635100, 635200, 635600

a. The contractor shall clean tanks until no visible residue remains. In all cases the government will ensure the pumpable waste in the tanks is removed prior to tank cleaning. In some cases, this cleaning CLIN will be ordered in conjunction with the pumping CLIN. Contents, type and size of tanks will be identified on the TO. Tanks range in size from less than 750 gallons to 20,000 gallons capacity; however approximately 50% are less than 2,500 gallons and 90% are less than 7,500 gallons. The contractor is responsible for providing all cleaning equipment, containers, wash aids and personnel. The government will not provide containers for the sludge/solids removed. The above listed CLINs include disposal of sludge/solids removed during the cleaning process.

b. One each CLIN 635000, 635100 or 635200 will be ordered for each tank to be cleaned. Where entry into the tank is required, CLIN 635600 will also be ordered and the contractor must provide confined space entry procedures to the COR. The government must approve the plan prior to the contractor commencing work. The contractor shall also provide access permit and all safety equipment including breathing apparatus, if required.

c. One each transportation CLIN will also be ordered for each location requiring tank cleaning per TO issued. If tank cleaning is ordered in conjunction with tank pumping, only one transportation CLIN will be ordered. Tank cleaning may be ordered from any location. All work shall be completed within 30 calendar days of issuance of a TO.

d. If the contractor elects to introduce liquids or other materials to tanks to facilitate the removal of sludge/solids, the contractor shall ensure any introduction is compatible with last known contents of tank and that all introduced materials are removed in the cleaning process.

e. The Contractor is required to provide proper disposal, containers, manifest/shipping papers, disposal certificate and all required information associated with the residue removed to the COR. Actual weight of the material must be identified on the manifest and pick-up report.

C.3.3 PERFORM ANALYSIS - CLIN 640000 Series

a. Sampling and analysis services ordered by the government under Section B, must conform to United States Environmental Protection Agency (USEPA) or equivalent Korean standards regarding sampling and analysis of hazardous wastes, special wastes, oils, etc. All analyses must be performed by a laboratory that can document its ability to perform at USEPA or Korean equivalent standards (certifications, licenses, etc.). Analysis results must be provided not later than thirty (30) calendar days from TO issuance.

b. The ordering of specific chemical analysis services under this contract shall be at the discretion of the government and should not be considered either a precursor or prerequisite to the government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted to the COR no later than thirty (30) calendar days following issuance of TO and shall include:

- (1) Results of analysis in the English language;
- (2) Method used, identified by an internationally recognized title, reference number, or description of method;
- (3) Parameters tested, their detection and regulatory limits, and the units involved (i.e., mg/l, ppm, mg/kg.);
- (4) Sample custody sheet including unique sample number, sample volume, name of sampler, sample method, date of sample, storage time of sample prior to analysis, special storage conditions, preservatives used, sample description, etc.;
- (5) Description of quality control results/certification (i.e., statement indicating blanks were clean, quality control checks/spikes gave the expected results, etc.); and
- (6) Identification of the laboratory conducting the analysis and the signature of the chemist and/or laboratory manager

c. The contractor shall be responsible for the proper disposal of all samples and their containers.

d. A transportation CLIN will be ordered only if a transportation CLIN is not already ordered on the TO.

e. See C.2.1.3 for contractor sampling.

C.3.4 RESERVED

C.3.5 RESERVED

C.3.6 PROVIDE STORAGE CONTAINERS - CLIN 6370 SERIES

As needed, waste producers may purchase containers. All containers for government purchase must meet UN Specifications and be new. A transportation CLIN will be ordered in association with this CLIN only if a transportation CLIN is not already ordered on the TO.

NOTE: Purchase of containers is at the waste producer's discretion and in no way precludes the contractor from the responsibilities described in C.1.2.3.

C.3.7 RESERVED

C.3.8 RESERVED

C.3.9 RESERVED

C.3.10 TRANSPORTATION - CLIN K9400 SERIES

In most cases, with the exception of DRMO Bupyong and DRMO Apo, transportation CLINs will be ordered in conjunction with service and supply CLINs in the contract. Unless otherwise specified, one (1) applicable transportation CLIN will be ordered for each 40 foot truck capacity (or portion thereof) required at each pick up location on each TO.

C.3.11 PROVIDE HAZARDOUS WASTE MANAGEMENT SERVICES - CLIN 6502 SERIES

a. The contractor shall within ten (10) calendar days of issuance of a TO, provide waste management services to process hazardous materials and waste on a monthly basis at Osan Air Base (CLIN 6502KO) and Kunsan Air Base (CLIN 6502KP). Yongsan Complex, Taegu AB, Suwon AB, Gwangju AB, Gimhae AB and possibly other locations on listed Attachment 2 will order management services as needed (CLIN 6502KR). When CLIN 6502KR is requested, one each will be ordered for every 5 Disposal Turn-In Documents (DTIDs) or portion thereof (i.e. 6 DTIDs equals 2 each) requiring preparation and duties associated as described in paragraphs f-h below.

The contractor shall dedicate sufficient resources for each location requiring hazardous waste management services in order to fulfill all requirements and service the waste producers. Historical data for the 18 month period from May 2008 to November 2009 reveals 73 line items weighing 123,997 lbs were generated at Kunsan Air Base and 204 line items weighing 188,177 lbs were generated at Osan Air Base. This historical data does not necessarily indicate future work load. A site visit is encouraged for a more accurate picture. The contractor shall carry a mobile phone and be accessible to waste producers during normal business hours.

When hazardous waste management service is ordered on a monthly basis, the contractor shall provide services for a period of one month from the actual start date. For example, if the TO is issued on July 15 and the contractor starts work on July 24, the one month period will end on August 23. The contractor shall work Monday through Friday. Each work day shall consist of at least eight hours. The start and end times for work days will be specified on the task order. The contractor will be required to sign in and out on a log sheet each day.

b. A transportation CLIN **WILL NOT** be ordered in conjunction with a hazardous waste management service CLIN.

c. Minimum orders will be three (3) months for CLINs 6502KO and 6502KP and three (3) business days for CLIN 6502KR. For orders on a monthly basis, additional task orders may be

issued which add months of hazardous waste management service in any monthly increment (one, two, three, etc.), as long as they are consecutive to the hazardous waste management services which have already been ordered. The same applies for orders on a daily basis.

d. The manager of the hazardous waste storage area (HWSA) and all employees must be trained in HW management practices to include at a minimum, training in the following areas: KEGS; emergency procedures; container handling practices; safety and health hazards; record keeping; and inspection and transportation requirements. Additional training may be required by the Base Environmental Coordinator.

e. The government will provide HWSA facilities for contractor use to collect and consolidate government generated wastes. The government will also provide the following for the contractor use:

Osan: forklift, electricity, water, scales

Kunsan: forklift, electricity, water, scales

Other HWSAs require management services only periodically. The government will provide forklift only.

f. HWSAs will be managed in accordance with KEGS and all installation regulations governing the specific location. The services include but are not limited to: collection, segregation, containerization, packaging, weighing, marking and labeling of wastes; and preparation and processing of documents and reports. Duties may require the contractor to open the HWSA as necessary during normal business hours to allow authorized U.S. waste producers to turn-in wastes. Opening days and times shall be coordinated with the Base Environmental Coordinator, and once agreed upon, shall only be changed with a minimum of five calendar days notice.

g. Upon receiving turned-in wastes, duties include but are not limited to:

- (1) Inspect the waste to ensure it matches the description provided.
- (2) Package/Over-pack wastes, and properly label and mark drums in English and Korean.
- (3) Provide the waste producer with a receipt for the turn-in of waste.
- (4) Reject shipments which do not match the documents/descriptions provided or for shipments which the waste producer cannot provide an accurate description.
- (5) Weigh the waste.
- (6) Prepare a DD Form 1348-1a, Issue Release/Receipt Document, (DTID) Attachment 8, prior to removal of any wastes from the military installation. The contractor shall prepare the document and obtain an authorized signature from the US government official designated to sign the form. At a minimum, the DTID turn-in document shall consist of CLIN, turn-in document number, waste description, quantity, unit of issue, unit price, total price, hazardous waste profile number, national stock number/local stock number, weight and demilitarization code. The COR shall provide assistance, as needed, to the contractor on the

proper completion of these forms. The completed, signed form shall be forwarded to the COR for processing of the TO.

(7) When necessary, and requested by the Base Environmental Coordinator, the contractor shall also prepare turn-in documents for waste sampling and analysis, spill clean-up, and additional services as outlined in Section B.

h. The contractor may be required to profile wastes for disposal purposes. See Hazardous Waste Profile Sheet, DRMS Form 1930 (Attachment 9).

i. All waste shall remain government property until removed from the installation.

j. Should the base request the contractor to establish a temporary HWSA, the contractor will be contacted with the specifications and a price proposal will be requested for negotiation and possible contract modification.

C.4 DRMS ENVIROMENTAL MANAGEMENT SYSTEM (EMS)

In accordance with DOD and DLA requirements DRMS has implemented ISO 14001:2004(e) EMS at all DRMS appropriate facilities. Contractors and their personnel are required to be aware that each DRMS appropriate facility has an EMS and to be aware of EMS policies to perform work and/or gain access to an installation. A "Note to Contractors" and the current list of DRMS appropriate facilities can be viewed at:
<http://www.drms.dla.mil/special/misc/contractingEMS.pdf>.

SECTION D
PACKAGING AND MARKING

Ref. No.	Title	Reference	Date
D.1	<u>PACKAGING, MARKING & LABELING</u>	DRMS 52.246-9R01	Jun 1999

SECTION E INSPECTION AND ACCEPTANCE

Ref. No.	Title	Reference	Date
E.1	<u>INSPECTION OF SERVICES - FIXED PRICE</u>	FAR 52.246-4	Aug 1996
E.2	<u>USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES</u>	DRMS 52.246-9R05	Jan 2000
E.3	<u>CONTRACTOR INSPECTION SYSTEM</u>	DRMS 52.246-9R06	Sep 2006

In addition to the requirements contained in the clause entitled INSPECTION OF SERVICES – FIXED PRICE FAR 52.246-4 add the following:

(a) The Contractor inspection system will be setup, at a minimum, for the prompt detection of any condition which fails to meet the contract requirements contained in the Contract's Acceptable Performance Levels (APLs).

(b) A copy of the procedures for the inspection system will be made available, at the CO's discretion, for approval in whole or part, at anytime on or after the award of the contract.

(c) The contractor inspection system file will be the property of the Government. The file will be delivered, at the CO's discretion, to the CO within 30 days after completion or termination of the contract.

E.4	<u>GOVERNMENT INSPECTION</u>	DRMS 52.246-9R03	Jan 2000
E.5	<u>INSPECTION AND ACCEPTANCE CERTIFICATE</u>	DRMS-PHO	Sep 2009

(a) The inspection of removal and the purchase of supplies shall be performed by the COR in accordance with clauses E.1 or E.2 above, by certification on the DD Form 1155, Order for Supplies or Services, Attachment 6, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs.

(b) Final acceptance of services/supplies shall be performed by the COR. The COR shall verify that the supplies/services received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and all continuation pages with COR signature.

(2) Checking that the Manifest/Shipping Papers, DRMS Form 1683, Manifest Tracking Log, Attachment 7, or any other pertinent transportation/ disposal documents have been correctly completed, and

(3) Checking that all copies of chemical analyses required have been submitted.

(4) Checking that only transporters approved under Section H.3 are utilized.

(5) Checking that only facilities approved under Section H.4 are used.

E.6 PLACES OF GOVERNMENT
INSPECTION

DRMS-PHO

Oct 2001

(a) All services will at all times be subject to inspection by the CO and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements [reference DRMS-1E (Apr 2002), TSDRF, Section H.4].

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

SECTION F DELIVERIES OR PERFORMANCE

Ref. No.	Title	Reference	Date
F.1	<u>STOP WORK ORDER</u>	FAR 52.242-15	Aug 1989
F.2	<u>GOVERNMENT DELAY OF WORK</u>	FAR 52.242-17	Apr 1984
F.3	<u>PERIOD OF PERFORMANCE - INCLUDING DISPOSAL & REMOVAL</u>	DRMS 52.211-9R06	Mar 2008

(a) The Contractor shall begin contract performance upon issuance of each written task order and provide all services listed on the Bid Schedule in accordance with all terms and conditions of this contract. Task orders against this contract may be written for a period of 54 months from date of award or the last date of performance, whichever is later.

(b) All items shall be removed from the Government facilities within 30 days after issuance of each written task order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed as follows; within two hundred twenty-five (225) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items that must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred fifteen (315) calendar days after issuance of each written task order.

*Expedited Removal – CLIN 633500 is for 1 business day expedited service and CLIN 633300 is for 5 business day expedited service

(c) All work under this contract, including submittal of all required reports and disposal documentation shall be completed/submitted to the CO within two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, all work under this contract, including submittal of all required reports, and disposal documentation shall be completed/submitted to the CO within three hundred sixty (360) calendar days after issuance of each written task order.

ACCEPTABLE PERFORMANCE LEVELS (APLs) – see Performance APLs, Attachment 1, in Section J.

F.4	<u>INSURANCE</u>	DLAD 52.228-9000	Feb 2005
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The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers' Compensation and Employer's Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)

General Liability- \$500,000 per occurrence

Automobile Liability – Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

F.5 RESERVED

F.6 PERIOD OF PERFORMANCE

DRMS-PHO

Jan 2002

F.6.1 The Contractor shall begin contract performance upon issuance of each written task order and provide all services listed on the schedule in Section B, in accordance with all terms and conditions of this contract.

F.6.2 If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

F.6.3 The services listed below shall be accomplished within the number of calendar days specified below:

Expedited removal: 633300 (5 business days) and 633500 (1 business day)

Complete removal/service: No later than 30 days after TO award

Submission of analysis results: 640000 series no later than 30 days after TO award)

Submission of Invoices W/Manifest Tracking Log: 120 days after TO award

Submission of Disposal Facility's Basel Notification of Disposal Completion (if applicable): 225 days from TO award

F.6.4 All items shall be removed from the Government facilities within the number of days shown in F.6.3 above from issuance of a written task order. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of working days shown in F.6.3 above, after issuance of each written task order.

F.7 TIME OF PERFORMANCE

DRMS-PHO

Sep 2009

(a) Except for hazardous waste management services (CLIN 6502 series), all work shall be performed during core hours of 0800 through 1500 hours, Monday through Friday. For hazardous waste management services, the TO will specify the required start and end times for each work day. Work on weekends, after hours, and on local national and American holidays shall only be performed with prior COR approval and contractor concurrence.

The specific date and time for off-site removal services shall be established by the COR and the contractor. The COR will forward the pick-up information to the generator. The COR will meet the contractor at the scheduled pick-up site at the time agreed-upon by the contractor and the COR.

(b) The U.S. holidays are:

1 st of January*	1 st Monday in September
3 rd Monday in January	2 nd Monday in October
3 rd Monday in February	11 th of November*
Last Monday in May	4 th Thursday in November
4 th of July*	25 th of December*

*If this date falls on a Saturday, the preceding day (Friday) is the U.S. holiday. If this date falls on a Sunday, the following day (Monday) is the U.S. holiday.

(c) The Korean holidays are:

1 st & 2 nd of January	New Year
25 th , 26 th & 27 th of January (Lunar)*	Lunar New Year's Day
1 st of March	Independence Movement Day
1 st of May	Labor Day
2 nd of May (Lunar)*	Buddha's Birthday
5 th of May	Children's Day
6 th of June	Memorial Day
17 th of July	Constitution Day
15 th of August	Liberation Day
2 nd , 3 rd & 4 th of October (Lunar)*	Chu-Suk Day
3 rd of October	National Foundation Day
2 nd Friday of November	Korean Employees Union Foundation Day
25 th of December	Christmas Day

*Dates may change from year to year.

F.8 RESERVED

F.9 CONTRACTOR NOTICE – LATE
DELIVERY AND/OR PERFORMANCE

DRMS-PHO

Sep 2009

If the contractor has difficulty meeting performance requirements, or when the contractor anticipates difficulty complying with the contract schedule or delivery date(s), the contractor shall immediately notify the COR, in writing, copy furnished to the Contracting Officer, outlining the pertinent details of the anticipated delay and remedy thereto. However, this notification shall not be construed as a waiver by the Government of any schedule, or date, or other remedies provided by law under this contract. In addition to the above, the contractor shall provide a monthly performance report to DRMS J-762 (Pacific), with a copy to the COR, listing the following information: All Open Task Order Numbers, Date Issued, and Status (to include whether all removals/deliveries are timely in accordance with the timeframes listed in clause F.6 and, if not, reasons why.

F.10 - F.11 RESERVED

SECTION G
CONTRACT ADMINISTRATION DATA

Ref. No.	Title	Reference	Date
G.1	<u>ACCOUNTING AND APPROPRIATION DATA</u>	DRMS-PMG	Mar 1996
G.2	<u>DOCUMENTATION REQUIREMENTS, DRMS ACCEPTANCE, INVOICING AND TRACKING</u>	DRMS-PHO	Sep 2008

Shall be stipulated on each Task Order.

G.2.1 Submission of Documentation to Facilitate Acceptance for Payment

G.2.1.1 The contractor shall submit one complete set of documents per delivery/task order to allow acceptance for payment, as follows:

G.2.1.1.1 A copy of the final waste disposal manifest, a copy of the Basel Convention Transboundary Movement of Waste Movement Document (applicable for international shipments) and any IMO or IMDG shipping documents (also applicable for international shipments) after the document(s) have been signed by the final treatment/disposal facility.

G.2.1.1.2 DD Forms 1155, Task Orders Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs, waste identification, segregation and packaging/repackaging.

G.2.1.1.3 A copy of all chemical analyses performance, if any.

G.2.1.1.4 Original, plus one copy of the completed DRMS Form 1683, Manifest Tracking Log.

G.2.2 The above documentation shall be submitted to DRMS Battle Creek. The preferred method is via email at DRMSEUROPETRACKING@dla.mil.
If mailed, please send to the address below. DRMS will not be held responsible for postage.

Defense Reutilization and Marketing Service
ATTN: DRMS J-33
74 Washington Avenue, North
Battle Creek, MI 49037-3092

G.2.3 Acceptance and Invoicing

G.2.3.1 Upon receipt of accurate and complete contractor Manifest Tracking documentation, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (591E) covering all items on the task order within 20 days of receipt of the contractor's original

submittal. The contractor will be paid using the Evaluated Receipt Settlement (ERS) process, wherein the Manifest Payment Approval (MPA) will be used as both a goods receipt and an invoice. The contractor will not provide the Paying Office an invoice for services or products provided. Payment to the contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act.

G.2.3.2 For Germany: Tax relief may be claimed quarterly by submitting a copy of the applicable 591E Forms together with the corresponding Abwicklungsscheine to:

Defense Finance and Accounting Service
ATTN: DFAS-CO-LC
P.O. Box 369016
Columbus OH 43235-9016, U.S.A.

G.2.3.3 For any discrepancies in payment, contact the contracting specialist or Contracting Officer at DRMS assigned to this contract

G.2.4 Remedies for Non-Compliance

G.2.4.1 Failure to submit timely and complete documentation for acceptance of payment on a delivery/task order under Section G.2.1 through G.2.2 will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

G.2.4.2 Note that consideration pursuant to E-1, Inspection of Services – Fixed-Price, can be taken against any open delivery/task order under the contract, not necessarily the delivery/task order with documented deficiencies.

G.2.4.3 By submitting for payment in accordance with the above terms including post-payment documentation requirements, the contractor certifies that all services, including receipt at initial Qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

G.3 CONTRACTING OFFICER'S DFARS 252.201-7000 Dec 1991 REPRESENTATIVE

(a) Definition. "Contracting Officer's representative" means an individual designated in accordance with Subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to

make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G.4 CONTRACT MANAGER/ALTERNATE DRMS J-762
CONTRACT MANAGER ON-SITE
TECHNICAL REPRESENTATIVE

Sep 2009

The contractor shall list below the names and point of contact information for the Contract Manager, Alternate Contract Manager and On-Site Technical Representative. The contract manager, and the alternate contractor manager in the absence of the contract manager, shall have authority to act for the contractor during the operation of this contract. The contractor agrees that notice by the U.S. government to his designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

	Name	Point Of Contact Information
Contract Manager	_____	Telephone: _____
		Cell: _____
		Fax: _____
		Email _____
Alternate Contract Manager	_____	Telephone: _____
		Cell: _____
		Fax: _____
		Email _____
On-Site Technical Representative	_____	Telephone: _____
		Cell: _____
		Fax: _____
		Email _____

G.5 – G.11 RESERVED

SECTION H
SECTION H - SOCIAL CONTRACT REQUIREMENTS

Ref. No.	Title	Reference	Date
H.1	<u>PASSES FOR ENTRY INTO MILITARY PREMISES</u>	DRMS-PMG	Mar 1996

a. Not later than 10 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of all contractor personnel that require access into military premises to perform work under this contract, with the following information:

Name and address of person(s)
Date of birth
Place of Birth
Identification/Passport Number

b. The Contractor shall also furnish a list of private and commercial vehicles that will be used in conjunction with the work and will be entering US premises. The list shall be submitted with the personnel list and shall include:

License Plate Number
Drivers License Number
Type, color and make of vehicle and year of manufacture.

c. After receipt of the lists, described above, the COR shall obtain passes from Security, which are necessary to enter US military premises. Passes shall be obtained in approximately 10 days after submission of the information requested above. The contractor shall inform all personnel employed under this contract that they may be subject to search at the discretion of the installation Commander, when entering or leaving the US military installation. Immediately upon termination of a contractor's employee or upon expiration of the contract all passes shall be returned to the Contract Monitor.

d. The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

H.2 RESERVED

H.3	<u>USE OF TRANSPORTERS AND TREATMENT, STORAGE, DISPOSAL & RECYCLING FACILITIES (TSDRFs)</u>	DRMS-IE	Apr 2002
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H.3.1 The contractor shall not use the services of any transporter or TSDRF without prior approval of the Contracting Officer. The Government reserves the right to prohibit the Contractor from employing the services of a transporting company or a TSDRF which does not possess the ability to satisfactorily perform in accordance with the provisions of this contract.

H.3.2 If during the life of the contract the contractor requests approval of additional transporters or TSDRFs, the Government must be allowed a reasonable amount of time to evaluate such requests. When the contractor requests additional transporters or TSDRFs, the information required in paragraph L.5.c(5) and L.5.c(9) must be submitted. The contractor is not relieved of his contractual obligation to remove and dispose/treat all waste streams identified in Section B within the contractual time frames while the Government is evaluating such request(s). However, the Government agrees to consider such requests and respond to the contractor in writing as to whether such a proposal is acceptable.

H.3.3 During the evaluation of Offerors or at any time during the period of this contract, the Government may refuse the use of a proposed or previously approved transporter or TSDRF if any of the following apply:

- a. The transporter or TSDRF has ceased operations.
- b. The transporter or TSDRF is identified as a significant violator of environmental laws or regulations by a competent authority, and has failed to enter into a compliance schedule or similar action.
- c. The TSDRF has been identified as having contributed to groundwater contamination or is not acceptable under a competent authority's groundwater anti-degradation policy.
- d. The transporter or TSDRF is not permitted and/or is not technically or fiscally capable of handling the property proposed.
- e. The transporter or TSDRF received a negative finding as a result of a Government inspection during the preceding 12 months and failed to correct such deficiencies in a timely manner.
- f. The transporter or TSDRF stores/treats the waste and then ships it to a TSDRF currently excluded under the provisions of this section.
- g. The Government determines that the transporter or TSDRF cannot or will not perform in accordance with the terms and conditions of the contract.

H.3.4 The contractor agrees that no transporter/facility other than those approved shall be used without obtaining prior written approval of the CO.

H.3.5 TSDRFs approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and

the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract under Section F.

H.4 TREATMENT, STORAGE,
DISPOSAL & RECYLING
FACILITY (TSDRF)

DRMS-IE

Apr 2002

H.4.1 The contractor shall identify each TSDRF, on Attachment 10, to perform a service under this contract. Each facility must be in good standing with the regulatory community. The contractor agrees that no facility other than those approved for use under this contract will be used without first obtaining written approval of the Contracting Officer.

H.4.2 In accordance with DRMS 52.246-9R03 (Jan 2000), GOVERNMENT INSPECTION, at Section E.4, inspections of contractor or sub-contractor's facilities shall incorporate, but not be limited to, the following baseline facility requirements:

(a) Security - The Security System for the facility must include either a 24-hour surveillance system or perimeter barriers designed to control entry into the facility. Entrances to the facility must be capable of being secured (i.e. locked) after work hours and during periods of non-operation (i.e. holidays)

(b) Waste Storage and Disposition - Waste storage area(s) shall be clearly designated and placarded. All wastes should be properly segregated and stored based on their chemical components and hazard class. Containers must be in good condition, not leaking or corroded, closed when not in use and properly labeled. Storage areas must have containment to prevent leaks or spills from reaching land or water. Smoking & open flames must be confined to specifically designated areas.

(c) Personnel Training - Personnel training records for all employees working directly with hazardous waste (loading, unloading, sampling, storage, blending, etc.) and the treatment processes used at the facility (incineration, neutralization, etc.) must include a description of the type and length of training and dates of training to include environmental, safety, health and operational training.

(d) Preparedness and Prevention – The facility layout and manner of operation must be designed to minimize risk of fire, explosion and contamination. Factors to be considered include the presence of spill control equipment and fire extinguishing capabilities, internal alarm system, sufficient aisle space to allow unobstructed movement of personnel and equipment, proper storage of waste, etc. The facility operator must insure that arrangements are in place for the appropriate response to accidents or environmental releases.

(e) **Manifest System, Record Keeping and Reporting** - The facility must maintain a written operating record that includes a description and quantity of each HW received; methods and dates of treatment, storage and disposal; location and quantity of each HW; cross-references to manifests/shipping papers; records and results of waste analysis; report of incidents involving

implementation of contingency plan; and records of inspections and monitoring or testing analytical data. The facility must maintain copies of the waste disposal license, working plan and day book in the control office.

(f) General Inspection Requirements - The facility must maintain an inspection log that includes date and time of inspection, name of inspector, notation of observation, and date and nature of repairs or remedial action. Inspections should be conducted regularly and should include inspecting containers and tanks (for leaks), monitoring equipment, safety and emergency equipment, security devices, operating and structural equipment, etc.

(g) Disposal Process Inspection - The Government or its designated representative will evaluate the handling and treatment of waste at the facility. The inspection may include waste receipt and analysis, waste storage and segregation, the actual treatment of waste (incineration, neutralization, landfill, etc.), the disposal of any treatment residues (i.e. incinerator ash, waste water), processing of empty containers and general housekeeping.

(h) Compliance with Permits – facility operations and processes and environmental monitoring data must be consistent with permit conditions and/or requirements. Facilities that discharge waste water must have permits to do so. Facilities that treat HW must have permits identifying the treatment methods.

(i) Regulatory Inspection Reports – the Government inspector or his representative shall be provided with copies of local, federal and state regulatory inspection reports/results. If reports are not available at the facility, permission shall be provided to the Government inspector or his representative to obtain copies of the reports from the regulators and to hold discussion with regulators on the environmental compliance of the facility.

H.5	<u>USE OF FACILITIES AND TRANSPORTER</u>	DRMS 52.244-9R01	Dec 2007
H.6	<u>ADDITIONAL TSDRFS AND TRANSPORTERS</u>	DRMS 52.244-9R02	Jan 2000
H.7	<u>TRANSPORTERS MATRIX</u>	DRMS-PHW	Nov 2005

H.7.1 For each transporter listed on Attachment 11, the contractor shall include the permit information applicable to work to be performed under this contract. The contractor agrees that no transporters other than those listed will be used without obtaining the prior written approval of the Contracting Officer.

H.7.2 For each transporter listed on Attachment 11, the contractor shall provide a copy of all hauling permits applicable to work to be performed under this contract. The applicable hauling permits must be provided for the countries in which waste will be transported. If the contractor cannot obtain a copy of the hauling permit, they must otherwise demonstrate authorization to haul waste in subject countries and attach documentary evidence.

H.8	<u>ISSUANCE OF TASK ORDERS</u>	DRMS-PHO	Feb 2001
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H.8.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS J-762 (Defense Reutilization and Marketing Service J-762) are authorized to issue Task Order(s) to the contract within the scope of their authority.

H.8.2 No Task Order shall be issued unless funds are available. The issuance of a Task Order shall constitute notice of availability and obligation of funds for the items listed on the Task Order.

H.9 CORRESPONDENCE IN ENGLISH DRMS-PMG Nov 1996

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related Task Orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H.10 INCIDENTAL FEES DRMS 52.211-9R17 Jan 2000

H.11 MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS DRMS-PHO Oct 2005

The Contractor shall have computers and other electronic communication equipment that are capable and necessary to conduct contract electronic commerce, including but not limited to facsimile, e-mail, receipt of Task Orders and other scanned documents or attachments. Currently the US Government has Windows XP operating system, Microsoft Office 2007 Professional, Adobe Acrobat Professional 7.2 and, therefore, the contractor's applications software must be compatible with this technology.

H.12 - H.15 RESERVED

H.16 CONTAINERS DRMS 52.211-9R01 Oct 1996

H.17 ANTICIPATED REGULATORY CHANGES DRMS-PMG Nov 1996

As noted in Sections B and C, performance under any contract resulting from this solicitation must be in compliance with all applicable national environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H.18 - H.29 RESERVED

H.30 INDEMNIFICATION

DRMS-TPHB

Oct 1999

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

SECTION I CONTRACT CLAUSES

Ref. No.	Title	Reference	Date
I.1	<u>DEFINITION</u>	FAR 52.202-1	Jul 2004
I.2	<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR 52.252-2	Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if given in full text. Also, the full text of a clause may be accessed electronically at one of these addresses:

<http://www.dla.mil/j-3/j-336/icps.htm>
<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>
<http://www.drms.dla.mil/newproc/clauses.shtml>

I.3	<u>GRATUITIES</u>	FAR 52.203-3	Apr 1984
I.4	<u>COVENANT AGAINST CONTINGENT FEES</u>	FAR 52.203-5	Apr 1984
I.5	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>	FAR 52.203-6	Sep 2006
I.6	<u>ANTI-KICKBACK PROCEDURES</u>	FAR 52.203-7	Jul 1995
I.7	<u>CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.204-7	Apr 2008
I.8	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-10	Jan 1997
I.9	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	FAR 52.203-12	Sep 2007
I.10	<u>RESERVED</u>		
I.11	<u>PROVISION OR INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</u>	DFARS 252.205-7000	Dec 1991
I.12	<u>PROTECTING THE</u>	FAR 52.209-6	Sep 2006

GOVERNMENT'S INTEREST
WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR
DEBARMENT

I.13	<u>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</u>	DFARS 252.204-7003	Apr 1992
I.14	<u>AUDIT AND RECORDS NEGOTIATIONS</u>	FAR 52.215-2	Mar 2009
I.15	<u>ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT</u>	FAR 52.215-8	Oct 1997
I.16	<u>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</u>	FAR 52.225-14	Feb 2000
I.17 - I.35	<u>RESERVED</u>		
I.36	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</u>	FAR 52.222-1	Feb 1997
I.37-I.49	<u>RESERVED</u>		
I.50	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALTERNATE I) (ALTERNATE II) (Aug 2003)</u>	FAR 52.223-5	Aug 2003

(a) *Definitions.* As used in this clause—

“Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.

- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.
- (7) The environmental management system as described in Section 401 of E.O. 13148.
- (8) The facility compliance audits as described in Section 402 of E.O. 13148.

I.51 RESERVED

I.52	<u>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</u>	FAR 52.226-1	Jun 2000
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I.53	<u>COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)</u>	DFARS 252.222-7002	Jun 1997
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I.54	<u>AUTHORIZATION AND CONSENT</u>	FAR 52.227-1	Dec 2007
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I.55	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT</u>	FAR 52.227-2	Dec 2007
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I.56 RESERVED

I.57	<u>WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)</u>	FAR 52.228-3	Apr 1984
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I.58	<u>AUTHORIZATION TO PERFORM</u>	DFARS 252.225-7042	Apr 2003
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The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

I.59	<u>TAXES –FOREIGN FIXED-PRICED CONTRACTS</u>	FAR 52.229-6	Jun 2003
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I.60	<u>ASSIGNMENT OF CLAIMS (OVERSEAS)</u>	DFARS 252.232-7008	Jun 1997
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- (a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-
 - (1) Approved in writing by the Contracting Officer;
 - (2) Made in accordance with the laws and regulations of the United States of America; and
 - (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or this entire contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

I.61 CHOICE OF LAW (OVERSEAS) DFARS 252.233-7001 Jun 1997

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

I.62 PAYMENTS FAR 52.232-1 Apr 1984

I.63 RESERVED

I.64 DISCOUNTS FOR PROMPT PAYMENT FAR 52.232-8 Feb 2002

I.65 EXTRAS FAR 52.232-11 Apr 1984

I.66 INTEREST FAR 52.232.17 Oct 2008

I.67 AVAILABILITY OF FUNDS FAR 52.232-18 Apr 1984

I.68 ASSIGNMENT OF CLAIMS FAR 52.232-23 Jan 1986

I.69 DISPUTES: AGREEMENT TO USE DRMS 52.233-9R02 Apr 2000
ALTERNATIVE DISPUTE
RESOLUTION

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution

(ADR) FAR 33.214, Alternate Disputes Resolution techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here[]. Alternate wording may be negotiated with the Contracting Officer.

I.70	<u>DISPUTES (ALTERNATE 1) (DEC 1991)</u>	FAR 52.233-1	Jul 2002
I.71	<u>PROTEST AFTER AWARD</u>	FAR 52.233-3	Aug 1996
I.72	<u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</u>	FAR 52.237-2	Apr 1984
I.73	<u>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</u>	FAR 52.233-4	Oct 2004
I.74	<u>KEY PERSONNEL – FIXED-PRICE SERVICE CONTRACTS</u>	DLAD 52.237-9002	Apr 2008
I.75	<u>BANKRUPTCY</u>	FAR 52.242-13	Jul 1995
I.76	<u>CHANGES - FIXED PRICE (ALTERNATE 1)</u>	FAR 52.243-1	Aug 1987
I.77	<u>RESERVED</u>		
I.78	GOVERNMENT PROPERTY	FAR 52.245-1	Jun 2007
I.79	<u>USE AND CHARGES</u>	FAR 52.245-9	Jun 2007
I.80	<u>WARRANTY OF SERVICES</u>	FAR 52.246-20	May 2001

(a) *Definition.* “Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect

or nonconformance to the Contractor with 30 days from the date of acceptance by the Government. This notice shall state either—

(1) That the Contractor shall correct or reperform any defective or nonconforming services;
or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.81	<u>LIMITATIONS OF LIABILITY--- SERVICES</u>	FAR 52.246-25	Feb 1997
I.82 – I.83	<u>RESERVED</u>		
I.84	<u>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)</u>	FAR 52.249-2	May 2004
I.85	<u>RESERVED</u>		
I.86	<u>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</u>	FAR 52.249-8	Apr 1984
I.87 - I.99	<u>RESERVED</u>		
I.100	<u>ORDERING</u>	FAR 52.216-18	Oct 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the date of contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.101	<u>ORDER LIMITATIONS</u>	FAR 52.216-19	Oct 1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The contractor shall honor any order exceeding the maximum order limitations unless that order (or orders) is returned to the ordering office within 15 calendar days after issuance.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$200,000.00;

(2) Any order for a combination of items in excess of \$800,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

I.102 OPTION TO EXTEND THE TERM OF FAR 52.217-9 Mar 2000
THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor at least 14 calendar days prior to the contract expiring; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to the contract expiring. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

I.103 INSURANCE - WORK ON A FAR 52.228-5 Jan 1997
GOVERNMENT INSTALLATION

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.104 AVAILABILITY OF FUNDS FOR THE FAR 52.232-19 Apr 1984
NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond 30 September 2010. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2010.

I.105 INSURANCE DLAD 52.228-9000 Feb 2005

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers' Compensation and Employer's Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)

General Liability- \$500,000 per occurrence

Automobile Liability – Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

I.106 - I.110 RESERVED

I.111 PROHIBITION ON PERSONS DFARS 252.203-7001 Dec 2008
CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED
FELONIES

I.112 RESERVED

I.113 PROMPT PAYMENT FAR 52.232-25 Oct 2008

I.114 PRICING OF CONTRACT DFARS 252.243-7001 Dec 1991
MODIFICATIONS

I.115 RESERVED

I.116 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD 52.249-9000 May 1988

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. ***This assessment of damages for administrative costs shall*** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I.117 RESERVED

I.118 INDEFINITE QUANTITY FAR 52.216-22 Oct 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the contract period has lapsed.

I.119 RESERVED

I.120 TRANSPORTATION OF SUPPLIES BY SEA DFARS 252.247-7023 May 2002

I.121 REQUESTS FOR EQUITABLE ADJUSTMENT DFARS 252.243-7002 Mar 1998

I.122-I.124 RESERVED

I.125	<u>NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA</u>	DFARS 252.247-7024	Mar 2000
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I.126 RESERVED

I.127	<u>OPTION TO EXTEND SERVICES</u>	FAR 52.217-8	Nov 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the current contract period expiring.

I.28 – I.30 RESERVED

I.131	<u>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</u>	DFARS 252.223-7006	Apr 1993
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I.132 – I.133 RESERVED

I.134	<u>AUTHORIZED DEVIATIONS IN CLAUSES</u>	FAR 52.252-6	Apr 1984
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I.135 - I.137 RESERVED

I.138	<u>PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</u>	FAR 52.204-4	Aug 2000
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I.139	<u>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</u>	DFARS 252.209-7004	Dec 2006
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I.140 – I.14 RESERVED

I.142	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-8	Jan 1997
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I.143	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.232-33	Oct 2003
I.144	<u>COMBATING TRAFFICKING IN PERSONS</u>	FAR 52.222-50	Feb 2009
I.145	<u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</u>	FAR 52.225-13	Jun 2008
I.146	<u>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</u>	FAR 52.233-4	Oct 2004
I.147	<u>SUBCONTRACTS FOR COMMERCIAL ITEMS</u>	FAR 52.244-6	Aug 2009
I.148	<u>REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</u>	FAR 52.223-12	May 1995
I.149	<u>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</u>	FAR 52.204-9	Sep 2007
I.150	<u>RESERVED</u>		

SECTION J
LIST OF ATTACHMENTS

Ref. No.	Title	Reference	Date
J.1	<u>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</u>	DRMS 52.204-9R01	Jan 2000

This solicitation package consists of the following documents:

(a) Intentionally left blank.

(b) Standard Form (SF) 33, Solicitation, Offer and Award Pages 1 through 94 (includes Notes to Offerors and Section B through Section M). Note: Upon award, Section IV of the Uniform Contract Format, (Sections K thru M) shall not physically be included in the resulting contract in accordance with FAR 14.201-1(c) or FAR 15.204-1(b).

(c) Attachments

<u>Number</u>	<u>Title</u>
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1	PERFORMANCE APLS
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<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/apls.pdf>

2	PICK-UP LOCATIONS
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<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/pickuploc.pdf>

3	DEFINITIONS
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<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/definitions.pdf>

4	ACRONYMS
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<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/acronyms.pdf>

5	CLIN SELECTION CRITERIA
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<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/clinselec.pdf>

6. DD FORM 1155, ORDER FOR SUPPLIES AND SERVICES
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/dd1155.pdf>
7. DRMS FORM 1683-1, MANIFEST TRACKING LOG
<http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf>
8. DD FORM 1348-1A, ISSUE RELEASE/RECEIPT DOCUMENT
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/dd1348-1a.pdf>
9. DRMS FORM 1930, HAZARDOUS WASTE PROFILE SHEET
<http://www.drms.dla.mil/special/attachments/drms1930.pdf>
10. FACILITY PROFILE SHEET
<http://www.drms.dla.mil/special/attachments/facprofile.doc>
11. TRANSPORTER PROFILE SHEET
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/trnsptrprofile.pdf>
12. KEY EMPLOYEES
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/keyemploy.pdf>
13. PERMIT CHART
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/permitchart.pdf>
14. PAST PERFORMANCE/EXPERIENCE REFERENCE INFORMATION
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/pastperfref.pdf>
15. PAST PERFORMANCE QUESTIONNAIRE
<http://www.drms.dla.mil/newproc/solicitations/SP4530/sol0902/pastperfquest.pdf>

Note: Attachments 11 to 15 are available in .docx or .xlsx formats and will be provided upon request. Send your email request to Nolan Horimoto at email: Nolan.horimoto@dlam.mil.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

Ref. No.	Title	Reference	Date
K.1	<u>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u>	FAR 52.252-1	Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.dla.mil/j-3/j-336/icps.htm>
<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>
<http://www.drms.dla.mil/newproc/clauses.shtml>

K.2 – K.3 RESERVED

K.4	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	FAR 52.204-8	Feb 2009
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562211.

(2) The small business size standard is \$12.5 million average annual receipts.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

— (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

___ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

___ (ix) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.5 – K.22 RESERVED

K.23	OFFERS FROM PARTNERSHIPS OR JOINT VENTURES	DRMS 52.215-9R01	Dec 1995
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If the offeror is a partnership or a joint venture, so state, and enter the name and address of each partner and/or the name and address of each joint venturer. If any member of a joint venture is a partnership, include the name and address of each partner. Continue on plain bond paper if necessary.

_____Partnership _____Joint Venture

K.24 – K.35 RESERVED

K.36 REPRESENTATION OF EXTENT OF DFARS 252.247-7022 Aug 1992
TRANSPORTATION BY SEA

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS,
OFFERORS OR QUOTERS

Ref. No.	Title	Reference	Date
L.1	<u>SITE VISIT COORDINATOR</u>	DLAD 52.237-9003	Apr 2008

(a) Interested prospective offerors may make an appointment to visit the installation site(s) by contacting the site visit coordinator or his or her alternate, during normal work hours/local time at the site no later than 4:00 p.m. Hawaii Standard Time, December 8, 2009 (or 11:00 a.m. Korea Standard Time, December 9, 2009). Contact information for the site visit coordinator and his or her alternate is as follows:

PRIMARY NAME: Ms. Hye Suk Sin
PHONE NO: 011-82-32-520-6888
EMAIL ADDRESS: hyesuk.sin@dla.mil

ALTERNATE NAME: Mr. Kenneth Sullivan
PHONE NO: 011-82-32-520-6549
EMAIL ADDRESS: kenneth.sullivan@dla.mil

(b) Prospective offerors are notified that remarks or explanations provided during a site visit shall not qualify the terms of this solicitation. Unless and until this solicitation is amended in writing, terms of the solicitation and specifications remain unchanged.

(c) Site visitors requiring interpretation or clarification of technical or contractual requirements included in this solicitation are encouraged to submit their questions and any information obtained during the site visit to the Contracting Officer, by contacting the individual identified on the face of the solicitation.

L.2	<u>SITE VISIT</u>	FAR 52.237-1	Apr 1984
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Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.3	<u>ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION</u>	DFARS 252.204-7004	Sep 2007
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(a) *Definitions.* As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

L.4 PROPOSAL SUBMISSION FORMAT DRMS J-762 Sep 2009
AND CONTENT)

(a) The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(b) **FORMAT:** Proposals for this solicitation shall be submitted via electronic Media. The email address for receipt of offers is DRMSHazardousContractsHawaii@dla.mil. The subject line of the email must read “OFFER-SP4530-10-R-0002, COMPANY NAME, CLOSING DATE “Insert Date”. Maximum size of each email message shall be three and one-half (3 ½) megabytes. Any compressed file must be self-extracting, and you must provide instructions. You may use multiple email messages for each submission; however, you must annotate the subject line as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, etc. Please note DRMS is not able to open documents submitted using Microsoft Vista.

(1) The Contractor shall provide, electronically:

(i) **SECTION A** of solicitation Standard Form 33, completed, signed and

dated by the offeror or by an authorized representative on behalf of the offeror (refer to DRMS clause 52.215-9R03 for Electronic Proposals). Be sure to include the offeror's Cage Code and DUNS number in Block 24 of the SF 33;

(ii) **SECTION B** of solicitation (Schedule of prices for the Base Period and 1st and 2nd Option Periods). Only the Excel Spreadsheet found on the DRMS Website for this solicitation shall be used. The "Unit Price" columns are unlocked for offeror input into each applicable worksheet. Formulas have been added to calculate the total contract price for each schedule.

(iii) **SECTION G.4** of solicitation (Contractor Representative information);

(iv) **SECTION K** of solicitation completed by an authorized representative/negotiator on behalf of the offeror (Representations, Certifications and other Statements of Offerors);

(v) **Technical Proposal.** The information as shown in L.5, Technical Proposal

(vi) **Past Performance Information.** The data as shown in L.53, Past Performance Information.

L.5 TECHNICAL PROPOSAL (TP)

DRMS J-762

Aug 2007

Technical Proposal - Information Required for Technical Evaluation

(a) Offeror shall describe the processes, methods, facilities, equipment tools and/or technique(s) associated with the proposed approach that will be utilized in the performance of this contract. The offeror is ultimately responsible for ensuring its proposal is fully responsive to all solicitation requirements. Hazardous waste hereinafter shall be referred to as waste. (Note: the offeror shall include applicable information for subcontractor(s) who are participating in the waste handling and management of this requirement.)

(b) Format.

(1) **Title Page:** "Technical Proposal". The title page of the technical proposal shall include: solicitation number of the Request for Proposal (RFP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

(2) **Table of Contents:** The table of contents shall identify each section of the technical proposal and include the page numbers for each section.

(3) Information required for Technical Evaluation.

(c) Provide a TP as a program/project event and process plan for all efforts of Program Management, Personnel and Logistics which specifically addresses the following factors:

(1) Organizational Structure and Personnel. The TP shall describe their company's organizational structure and personnel to be used on the proposed contract. Proposed Key Employees (Contract Manager, Alternate Contract Manager, and On-Site Technical Representative) shall be specified by name and include résumés. The named Contract Manager, Alternate Contract Manager, and On-Site Technical Representative shall have a minimum of three (3) years work experience in handling/ processing of hazardous wastes. If subcontractors will be utilized under this proposed contract, offerors shall submit a complete list of all subcontractors. A subcontractor is defined as a person, firm or facility that is not directly employed by or under the control of the offeror, and will be providing services under the proposed contract e.g., labor services, laboratories for analyses, sampling services, transporters, disposal facilities or recycling plants. The list shall include, by subcontractor type, the name, address, and description of the type(s) of services to be performed by subcontractors to be used for any services provided under the proposed contract. Offerors must also demonstrate the qualifications of personnel to perform services listed. Submit the following documentation for each Key Employee on Attachment 12:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) Relevant college degrees or certificates earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

(2) Approved Laboratories/Waste Analysis Plan. The TP shall state the name(s) of the laboratory proposed to be used for any laboratory services including verification testing. Documentation must also be provided (with English summary translation, if applicable) which shows that each laboratory is certified to perform waste analysis in accordance with USEPA or Host Nation equivalent requirements. This will include certification from the competent authority/governmental agency and will identify which procedures and analyses the lab is certified.

(3) Waste Management, Handling, and Removal Plan. The plan shall describe steps and time frames pertaining to the waste management, handling and removal procedures to be performed in accordance with regulatory and contractual requirements. This will include a description of the contractor furnished equipment, materials, services, and methods that will be used in the performance of the contract.

(4) Waste Import, Export, and Transboundary Movements, if applicable. The plan shall describe steps and time frames pertaining to waste import, export and transboundary movements, including destinations and routes. The plan shall describe methods that will be employed to ensure compliance with import, export, and transboundary restrictions and

notification requirements, e.g. Basel Convention requirements. For all countries involved, a list of competent authorities will be provided, including points of contact, addresses, phone and fax numbers. If this factor is not applicable to the offeror's proposal, the offeror shall include a statement in the proposal confirming this factor is not applicable.

NOTE: The government does not expect waste to be disposed of outside of Korea.

(5) Transportation. The Transportation Profile Sheet, Attachment 11, must be submitted for each transporter proposed for use on this contract. The Permit Chart, Attachment 13, must also be submitted to reflect transportation permits by individual CLIN. No substitute forms will be accepted. The offeror shall provide a copy of the current transporter permit(s) or license(s) (with English summary translation, if applicable) which allows transport of the wastes or shows evidence permits are being obtained and will be in effect at time of contract award. Also include a complete listing of the number and type of vehicles the offeror shall have available for use under this contract.

(6) Emergency Spill Plan. Offerors shall provide a written plan that provides for the prevention, control and reporting of all spills of hazardous materials/wastes, and petroleum, oil and lubricant (POL) products. The plan shall include the following:

(i) Specify the personnel, procedures and resources to be used to contain and clean up spills.

(ii) Description of immediate response actions that should be taken when a spill is first discovered;

(iii) Description of the responsibilities, and training requirements for spill response personnel;

(iv) Communication procedures and equipment to be used;

(v) Clean up methods, including procedures and techniques used to identify, contain, disperse, reclaim, remove and dispose of hazardous materials/wastes and POLs.

(7) Safety Procedures. Offerors must provide an explanation of the safety procedures that will be followed by contractor personnel under this proposed contract. The plan should cover all phases of work, including, but not limited to handling, loading, sampling, transportation and first aid procedures. The plan must specify the training that is provided to Contractor personnel; list the safety equipment to be used while work is performed on U.S. Government premises.

(8) Quality Control Plan. If the offeror can provide proof of certification with ISO 14001 requirements or the Korean equivalent, the offeror need not submit the information required below. In lieu of ISO 14001 certification, the plan shall include the following:

(i) An inspection system covering all the services listed on the schedule. It

must specify:

- a) the areas to be inspected,
- b) a specific inspection schedule, and
- c) the name and title of the individuals that will perform the

inspections.

(ii) The methods used to identify defects in the quality of service performed before the level of performance becomes unacceptable.

(iii) Steps taken to correct the identified defects and preclude reoccurrence of the defects

(9) Treatment, Storage, Disposal and Recycling Facility (TSDRF) Plan. A Facility Profile Sheet must be submitted for each treatment, storage, disposal or recycling facility, as well as each laboratory, proposed for use on this contract. The Facility Profile Sheet, Attachment 10, must be submitted. Along with each Facility Profile Sheet, the offeror shall provide a copy of the facility permit or license (and if applicable, English translation) which allows treatment, storage and/or disposal of wastes. The Permit Chart, Attachment 13, must also be submitted to reflect disposal permits by individual CLIN. No substitute forms will be accepted.

(10) Management Services Plan. Documentation certifying personnel have training as described in L.5(c)(1)(iv) above as well as forklift operation certification and emergency procedures. Indicate the individual's ability to perform: safe and compliant container handling practices; record keeping; inspections; research using various methods including computer systems; proper identification, storage handling and transportation of hazardous property; and marking and labeling requirements. Describe the ability to identify and control safety and health hazards and to prepare accurate and complete turn in documents and Hazardous Waste Profile Sheets.

L.6 ADVISORY

DRMS-TPHB

Nov 1997

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, "a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party." In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.

L.7 SUBMISSION OF OFFERS IN THE
ENGLISH LANGUAGE

FAR 52.214.34

Apr 1991

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.8 RESERVED

L.9 OFFER PREPARATION COSTS

DRMS-PMG

Mar 1996

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

L.10 STANDARD FORM 33 (SF 33), DRMS-PMG Mar 1996
 SOLICITATION, OFFER AND AWARD

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B, G, H and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L.11 RESERVED

L.12 – L.23 RESERVED

L.24 TYPE OF CONTRACT FAR 52.216-1 Apr 1984

The Government contemplates award of a Firm-Fixed price; Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

L.25 – L.27 RESERVED

L.28 ALTERNATE PROTEST PROCEDURES DRMS 52.233-9R01 Jan 1997

(a) In accordance with DLAD 4105.1, Subpart 33.103(c), offerors may submit protests to the Defense Reutilization and Marketing Service, to the Contracting Officer, or may elect to use the alternative protest procedure, which assures the protest will be reviewed at a level above the Contracting Officer.

(b) Offerors who elect to submit protests to the Contracting Officer shall submit their protests to the Contracting Officer at the address listed in this solicitation.

(c) Offerors who elect to utilize the alternate procedure shall submit their protest to the following address: Defense Reutilization and Marketing Office, Attn.: DRMS J-7, 74 N. Washington Avenue, Battle Creek MI 49037-3092.

L.29 – L.31 RESERVED

L.32 SERVICE OF PROTEST

FAR 52.233-2

Sep 2006

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Nolan Horimoto.

Defense Logistic Agency
Defense Reutilization and Marketing Service
DRMS J-762 (Pacific)
1025 Quincy Avenue, Suite 2000
Pearl Harbor, Hawaii 96860-4512

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.33 - L.36 RESERVED

L.37 PREAWARD SURVEY

DRMS 52.209-9R01

Dec 1995

L.38 RESERVED

L.39 DRMS ELECTRONIC
PROPOSAL GUIDANCE

DRMS 52.215-9R03

Nov 2005

L.40 ELECTRONIC (PAPERLESS)
PROPOSAL RESPONSE REQUIRED

DRMS 52.215-9R06

May 2000

L.41 - L.44 RESERVED

L.45 AUTHORIZED DEVIATIONS IN
PROVISIONS

FAR 52.252-5

Apr 1984

L.46 AGENCY PROTESTS

DLAD 52.233-9000

Sep 1999

L.47 – L.52 RESERVED

L.53 PAST PERFORMANCE PROPOSAL

DRMS J-762

Jun 2007

(a) Contents: The offeror shall provide information pertaining to the history and experience of the firm and provide a list of current and previous Government or commercial contracts within the last three (3) years that are for services similar to this requirement.

(1) The offeror shall complete Attachment 14, Past Performance/Experience Reference Information, for each reference and submit them with their proposal. For hazardous waste disposal, provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes and complexities of services to determine relevancy of the work.

(2) The offeror shall forward Attachment 15, Past Performance Questionnaire, to each reference and instruct each reference to email the completed questionnaire, directly to the Defense Reutilization and Marketing Services Office, Pearl Harbor, Hawaii, ATTN: Mr. Nolan Horimoto, email to nolan.horimoto@dla.mil.

(3) Questionnaires received with the proposal or not directly from the reference will not be considered in the evaluation process.

(4) The Government reserves the right to include or exclude from the evaluation of Past Performance Questionnaires received more than three (3) calendar days after the date and time scheduled for receipt of proposals. It shall be the offeror's responsibility to contact prospective references to ensure this office receives questionnaires in a timely manner. The offeror may contact the Contract Specialist, Mr. Nolan Horimoto at (808) 473-1476, to verify receipt of questionnaires.

(5) The Government may limit the references it decides to contact, and to contact or utilize sources other than those provided by the offeror.

(6) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for performing the services required.

(7) The offeror may describe previous performance problems and address corrective action taken and preventive measures implemented to avoid reoccurrence.

L.54 – L.57 RESERVED

L.58	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY</u>	DFARS 252.209-7001	Jan 2009
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L.59	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</u>	DFARS 252.209-7002	Jun 2005
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L.60 – L.62 RESERVED

L.63	<u>IDENTIFICATION OF UNCOMPENSATED OVERTIME</u>	FAR 52.237-10	Oct 1997
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L.64	<u>INSTRUCTIONS TO OFFERORS -</u>	FAR 52.215-1	Oct 1997
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COMPETITIVE ACQUISITION,
ALTERNATE 1

L.65	<u>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</u>	FAR 52.204-6	Apr 2008
L.66	<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR 52.252-1	Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>
<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/>
<http://www.drms.dla.mil/newproc/clauses.shtml>

SECTION M EVALUATION FACTORS FOR AWARD

Ref. No.	Title	Reference	Date
M.1	<u>RESERVED</u>		
M.2	<u>EVALUATION OF OPTIONS</u>	FAR 52.217-5	Jul 1990
M.3 – M.13	<u>RESERVED</u>		
M.14	EVALUATION FACTORS FOR OCONUS AWARD	DRMS 52.215-9R16	Sep 2002

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of technical proposal, past performance, price and any other factor listed herein. The Government personnel may perform trade-off analysis by comparing price with other proposal requirements to determine if any value-added enhancements are advantageous to the Government. The lowest priced proposal or the proposal receiving the highest evaluation rating may not necessarily receive the award.

(b) Offerors must submit a price proposal for the entire schedule, CLINS 633300 to K9401W. Failure to furnish pricing for all CLINS in the schedule will result in the offeror deemed ineligible for award.

(c) Awards will be based on whatever is most advantageous to the Government, considering the evaluation factors set forth below. The following evaluation factors are listed in their relative importance: Technical Proposal and Past Performance, when combined, are significantly more important than price.

(d) Evaluation factors are listed in descending order of importance:

(1) Technical Proposal and Past Performance (Most important factors, both equal in importance).

(2) Price (Less important than non-priced related factors, but still a significant factor).

(e) Evaluation of Technical Proposals.

(1) The evaluation of the information required in Section L.5 will consider completeness, clarity and degree of compliance with the solicitation. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work. Technical proposals shall be evaluated for Technical Acceptability

and the degree to which the proposal minimizes risk to the U.S. Government and insures uninterrupted service.

(2) The following areas of the Technical Proposal will be evaluated for risk reduction: Organizational Structure and Personnel, Approved Laboratories, Waste Management, Handling and Removal, Waste Import, Export and Transboundary Movements, Transportation, Emergency Spill Plan, Safety Procedures, Quality Control Plan, TSDRF Plan and Management Services Plan. Each area is equal in importance.

(3) The highest rated technical proposals will be those that the Government evaluates as offering significant risk reduction for each of these factors. The offeror's response, or lack thereof, will be taken into consideration in the evaluations. Technical Proposals will be rated as Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory.

(f) Evaluation of Past Performance.

(1) Past performance will be evaluated on references similar in nature to the solicitation. The Government will place more emphasis on projects that are similar in scope, effort, and magnitude to this requirement and those with a longer performance history.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance will have a lower performance risk than an offeror with a less than exceptional record of performance. The Government will evaluate quality of service, schedule, business relations, management of key personnel, and also corrective action taken and any other issues addressed in Attachment 15, Past Performance Questionnaire. The Government will consider only projects that are validated by the completion of a Past Performance Questionnaire or other means.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus, former subcontractors, and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services, waste quantities, variety of pickup locations and waste streams will be considered by the Government as having no relevant past performance. The Government will evaluate past performance in accordance with submission requirements of Clause L.53.

(4) Past Performance will be rated as Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory or Neutral. The absence of past performance will result in a neutral rating, in which the offeror will not be rated favorably or unfavorably. However, a neutral rating may be considered a higher performance risk and may affect the offeror's overall ranking.

(g) Evaluation of Price. The Government's concern is to determine whether:

(1) It reflects the offeror's understanding of the project and ability to successfully organize and perform services as required by the contract.

(2) It is compatible with the proposal's scope and effort. Unbalanced (unrealistically high or low) prices may be grounds for eliminating the proposal on the basis the offeror does not understand the requirement.

(3) Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).